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*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



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June 11, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO TEMPORARY MEDICAL PERSONNEL
SERVICES AGREEMENTS AND AUTHORITY TO TERMINATE
TEMPORARY MEDICAL AND NURSING PERSONNEL SERVICES
AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of amendments to Temporary Medical Personnel Services Agreements with various contractors for use by the Department of Health Services, Department of Public Health and Sheriff's Department to add new service categories and increase maximum hourly rates for select categories and authorize the Department of Health Services to suspend or terminate Temporary Medical and Nursing Personnel Services Agreements on behalf of County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute amendments to the 27 Temporary Medical Personnel Services (TMPS) Agreements listed on Attachment A at an estimated annual cost of \$604,705, effective upon Board approval, to: i) add new service categories: On-Call Computed Tomography (CT) services, On-Call Magnetic Resonance Imaging (MRI) Services, Clinical Social Worker, Polysomnographic Technologist, and Supervising Clinical Laboratory Scientist I at the maximum hourly rates identified in Attachment B; ii) increase the maximum hourly rates for the medical personnel services categories identified on Attachment B; and iii) update contract language as appropriate.

2. Delegate authority to the Director, or his designee, to suspend or terminate TMPS and Temporary Nursing Personnel Services (TNPS) Agreements on behalf of County in accordance with applicable termination provisions in the respective Agreements.

3. Delegate authority to the Director, or his designee, to amend the TMPS Agreements to add medical personnel service categories under the TMPS Agreements, through June 30, 2015 subject to review and approval of County Counsel with notification to the Chief Executive Office (CEO) and the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Health Services (DHS) uses TMPS Agreements to ensure appropriate staffing coverage when County employees are not able to provide critical patient care services. Additionally, the Department of Public Health (DPH) and Sheriff's Department (LASD) have direct access to these Agreements to augment their staffing coverage on an as-needed basis.

Approval of the first recommended action will allow the Director, or his designee, to execute amendments substantially similar to Exhibit I, to the 27 TMPS Agreements identified on Attachment A, to add/update classifications and compensation, and update contract language as appropriate.

The recommended Amendment adds five medical personnel services categories: On-Call CT services, On-Call MRI Services, Clinical Social Worker, Polysomnographic Technologist, and Supervising Clinical Laboratory Scientist I, at the maximum hourly rates identified in Attachment B. These positions are needed to ensure appropriate staffing coverage when County employees are not able to provide critical patient care services. On-Call for CT Services and Clinical Social Worker are being added at the request of Rancho Los Amigos National Rehabilitation Center. Polysomnographic Technologist and On-Call for MRI Services are being added at the request of LAC+USC Medical Center. Supervising Clinical Laboratory Scientist I is being added at the request of Harbor-UCLA Medical Center. In addition, the recommended Amendment will increase the maximum hourly rates for certain hard to recruit services since the current registry rates for the listed medical personnel services categories identified on Attachment B limit the County's ability to obtain sufficient as-needed and temporary staffing coverage.

Approval of the second recommendation will allow the Director, or his designee to suspend or terminate TMPS and TNPS Agreements on County's behalf in accordance with the termination provisions in the respective Agreements when it is in the best interest of the County to do so. In addition to the current 27 TMPS Agreements, there are 21 TNPS Agreements. In the event that DHS is no longer ordering staff from a particular contractor, or the contractor is unable to provide the required categories of staff, the department notifies the facilities and other departments to not use that particular Agreement. However, in order to maintain stronger accountability over the Agreements, DHS is requesting delegated authority to suspend or terminate Agreements when in the County's best interest. This will eliminate the need to return to the Board for approval to suspend or terminate individual Agreements.

Approval of the third recommendation will allow the Director, or his designee to amend the TMPS Agreements to expand the range of service categories to ensure adequate clinical coverage for patient care services. As DHS continues to improve the care delivery process by providing the right care at the right time in the right setting, the department needs to be very nimble in augmenting its staff resources. The ability to amend the Agreements to add medical personnel categories not previously included will allow DHS flexibility.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated annual cost for DHS for the addition of service categories and increase in maximum rates for the 27 TMPS Amendments is \$604,705.

The DHS estimated costs for the TMPS Agreements are based on the current best estimate at this point in time and are subject to change due to changes in workload, staffing and other unforeseen operational changes. In the event usage changes, the Board will receive updated estimates in the Budget Committee of the Whole Report.

Funding is included in the DHS Fiscal Year (FY) 2013-14 Recommended Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has contracted with temporary medical personnel services registries for many years to address critical allied health staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS, DPH, and LASD facilities.

On June 14, 2011, the Board authorized the Director to add the service categories of Medical Dosimetrist and On-Call for Respiratory Care, increase the maximum hourly rates for various medical personnel services categories, clarify contract language regarding holiday scheduling, and to extend the term of TMPS Agreements through June 30, 2015. TMPS will continue to be utilized only for the most critical functions which County employees and County re-employment list personnel are unable to provide. The Department has delegated authority to add new TMPS registries as needed.

TMPS may be amended to expand the range of service categories to ensure adequate clinical coverage for patient care services. Prior to the execution of any amendments to add new categories, County Counsel will review and approve and DHS will send notification to the CEO and the Board.

TMPS and TNPS Agreements may be terminated at any time by either party, with or without cause, upon 30 calendar days' advance written notice to the other party. All of the latest Board-mandated provisions are included in the TMPS Amendments.

TMPS is not a Proposition A Agreement as the services are needed on a part-time and temporary basis and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The TMPS contract program uses Board-approved form agreements that can be accessed by qualified temporary staffing firms able to provide staffing to perform the identified services. Agreements for temporary medical personnel services which are exempt under Proposition A, and which satisfy traditional exceptions to the Civil Services requirements, will be offered on an as-needed basis, as determined by DHS, DPH, and LASD facilities, to qualified firms to provide staffing on a part-time or intermittent basis. The respective administrators at DHS facilities will be responsible for negotiating rates, as appropriate, not to exceed those approved by the Board, and for screening all interested firms to ensure that they have qualified staff available to provide County services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued provision of critically needed TMPS at various County medical facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:es

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Public Health
Sheriff's Department

**TEMPORARY MEDICAL PERSONNEL SERVICES ACTIVE CONTRACTORS
FISCAL YEAR 2012 – 2013**

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
1.	Asereth Medical Services 257 S. Fair Oaks, Suite 200 Pasadena, CA 91105 Tel. (626) 449-0099 Fax:(626) 449-7388 Contact: Theresa Taylor Email: theresat@asereth.com	H-702800-5	Pharmacy Techs, Pharmacist, Medical Support, EKG Techs, Clerks, Laboratory	7/1/2011	6/30/2015
2.	Associated Health Professionals, Inc. 6095 Bristol Parkway, 2 nd Floor Culver City, CA 90230 Contact: Mary Anderson, Pres/CEO Tel. (310) 417-3011 Fax: (310) 645-3034 Email: mary@ahpstaffing.com	H-701361-4	Neurological Testing, Respiratory Therapy, Phlebotomist, Laboratory	7/1/2011	6/30/2015
3.	Complete Therapy Services 5776-D #445 Lindero Canyon Road Westlake Village, CA 91362 Contact: Beverly Ingram, President Tel: (818) 889-7588 Fax: (818) 889-7517 Email: bevjingram@cs.com	H-701359-5	Audiology, Occupational, Physical Therapy & Speech Pathology	7/1/2011	6/30/2015
4.	Echo Tech Imaging 2650 Jones Way, Suite 9 Simi valley, CA 93065 Contact: Nicki Klein, President Tel. (805) 522-5711 Fax: (805) 522-0844 Email: echotechimaging@yahoo.com	H-701363-5	Radiology	7/1/2011	6/30/2015
5.	Golden Imaging 1875 Paloma Street Pasadena, CA 91104 Contact: Andrew Golden, Owner Tel. (626) 419-0438 Fax: (626) 791-1499 Email: goldenimaging@yahoo.com	H-704386-1	Echocardio-graphy (Pediatric, Neonatal, Adult)	7/1/2011	6/30/2015

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
6.	Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions 7227 LeeForest Drive Columbia, MD 21046 Contact: Mike Hemelt Tel. (410) 910-1633 Fax: (410) 910-1722 Email: mihemelt@maxhealth.com	H-704240-2	Per Diem and Traveling Nurses	7/1/2011	6/30/2015
7.	Mediscan Diagnostic Services 21050 Califa Street, Suite 100 Woodland hills, CA 91367 Contact: Carlene Fort Tel. (818) 758-4224 Fax: (818) 264-1933 Email: carlenef@mediscan.net	H-701397-4	Radiology, Respiratory and Rehabilitation Therapy, Mortuary, EKG and EEG Tech	7/1/2011	6/30/2015
8.	Neurotrace P.O. Box 268 Escondido, CA 92033-0268 Contact: Jeri Kaufman, President Tel. (800) 978-8555 Fax: (760) 738-8886 Email: jeri@neurotrace.sdcocmail.com	H-701421-4	Neurological Testing	7/1/2011	6/30/2015
9.	On Assignment Health Staffing 6345 Balboa Blvd., Suite 272 Encino, CA 91316 Contact: Dana Hallberger Tel. (818) 774-1528 Fax: (670) 670-0727 Email: dana.hallberger@onassignment.com	H-703762-2	Diagnostic Imaging, Rehab Therapy, Laboratory, Pharmacist and Pharmacy Tech, Respiratory Care	7/1/2011	6/30/2015
10.	Photon Pysics 15 Encanto Drive Rolling Hills Estates, CA 90274 Contact: Eric G. Frank, CEO Tel. (310) 784-0139 Fax: (310) 784-0651 Email: efrank4128@aol.com	H-702643-5	Physicists	7/1/2011	6/30/2015
11.	Platinum Healthcare Staffing 3481 Airport Drive, Suite 400 Torrance, CA 90505 Contact: Mulah Silvano Tel. (877) 821-5888 Fax: (310) 821-6888 Email: mullah@platinumhealthcarestaffing.com	H-703890-2	Tech: Pharmacy, Radiology, Ultrasound (including Vascular & Cardiac), Nuclear Med. Mammo, MRI, CT, Radiation Therapy, Echo, Respiratory, they also provide Pharmacists, Phlebotomist, Clinical Lab .	7/1/2011	6/30/2015

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
12.	PrideStaff, Inc., dba RX Relief, Inc. 7535 North Palm Avenue, Suite 101 Fresno, CA 93711 Contact: Carl Franklin, Executive VP Tel. (800) 797-3543 Fax: (888) 222-1402 Email: cfranklin@rxrelief.com	H-702777-5	Pharmacy, Medical Support	7/1/2011	6/30/2015
13.	Procel Corporation 2447 Pacific Coast Highway, Suite 207 Hermosa Beach, CA 90254 Contact: Marylin L. Stephens, MSN, MBA, RN, and CEO Tel. (310) 372-0560 Fax: (877) 707-5576 Email: marylin@procelnurses.com	H-705189	Phlebotomy Tech I,II, Psychiatric Social Worker I,II, Licensed Social Worker, MSW, Tissue Analysis (Histology) Tech I,II, Tissue Analysis Supervisor I,II, Clinical Lab Scientist I, Lab Asst. Instrument Tech.	7/1/2011	6/30/2015
14.	Professional Respiratory Network, Inc. 1010 Sycamore Avenue, Suite 102 South Pasadena, CA 91030 Contact: Byron Warnakulasooriya Tel. (323) 474-0914 Fax: (323) 474-0915 Email: Byron@prnregistry.com	H-701679-4	Respiratory Therapy	7/1/2011	6/30/2015
15.	RPT/PRN, LLC Bus.12682 Hoover Street Garden Grove, CA 92841 Mail: P.O. Box 2008 Garden Grove, CA 92842 Contact: Michael Mansfield Tel. (800) 344-4577 Fax: (714) 373-5507 Email: m@rptprn.com	H-701844-4	Occupational Therapy, Physical Therapy, Speech Pathology	7/1/2011	6/30/2015
16.	Siracusa Enterprises, Inc., dba Temporary Staffing 17737 Chatsworth St., Suite 200 Granada Hills, CA 91344 Contact: Joe Alas, President/CEO Tel. (818) 831-1130 Fax: (818) 831-1126 Email: email@qualityimagingervices.com	H-701398-5	Radiology	7/1/2011	6/30/2015
17.	Soliant Health, Inc., An MPS Group (delegated & assigned from Cardinal Health) 11757 Katy Freeway, Suite 350 Houston, TX 77079 Contact: Kimberly Anders Tel. (877) 340-0521 Fax: (877) 340-0534 Email: kimberly.anders@soliant.com	H-701833-6	Pharmacy; Rehabilitation Therapy	7/1/2011	6/30/2015

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
18.	STAT Registry Service 235 E. Broadway St. Suite 960 Long Beach, CA 90802 Contact: Julius Irumundomon, Pres/CEO Tel. (562) 285-0555 Fax: (562) 285-0559 E-mail: statregistry@yahoo.com	H-702778-5	Respiratory Therapy	7/1/2011	6/30/2015
19.	Sunbelt Staffing, LLC 12425 Race Track Rd., Suite 100 Tampa, FL 33626 Contact: Jena Brinkman, Director of Administration Phone: (800) 659-1522 Fax: (800) 776-7713 Email: jena.brinkman@sunbeltstaffing.com	H-704023-2	PT/OT, Speech, Pharmacy	7/1/2011	6/30/2015
20.	Sun Medical Technologies, Inc. c/o HealthTronics, Inc. 9825 Spectrum Drive, Bldg. 3 Austin, Texas 78717 Contact: Tammy Criswell, Director, Facility Contracts - Corporate Office Phone: (888) 252-6575 Direct: (512) 721-4797 Fax: (512) 439-8303 E-Mail: Tammy.Criswell@HealthTronics.com	H-701894-5	Mobile Lithotripsy	7/1/2011	6/30/2015
21.	Synaptic Technologies, Inc. 5415 Carpenter Avenue Valley Village, CA 91607 Contact: Michael T. Marcosa, Pres/CEO Tel. (818) 766-0789 Email: mike-chrissy@sbcglobal.net	H-701420-5	Neurological Testing	7/1/2011	6/30/2015

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
22.	USC Care Medical Group, Inc. (formerly known as USC Radiology Associates) 1500 San Pablo Los Angeles, CA 90033 c/o: Sherry Smiles and Linda Demarco Contact: Christine Ysabal Tel. (323) 865-3226 Fax: (323) 865-0161 Email:	H-701680-6	Radiology	7/1/2011	6/30/2015
23.	X-PRT Staffing, Inc. (formerly known as X-PRT Medical Imaging) 15335 Morrison Street, #135 Shermom Oaks, CA 91403 Contact: Haideh Salehi, President Tel. (818) 380-0066 Fax: (818) 380-0137 Email: xprtmedregistry@yahoo.com	H-701362-6	Radiology	7/1/2011	6/30/2015
24.	Preferred Healthcare Registry 4655 Ruffner Street, Suite 270 San Diego, CA 92111 Contact: Rebecca Edwards, VP of Sales Tel. (800) 787-6787 Fax: (800) 787-6762 Email: www.PreferredRegistry.com	H-704446-1	Audiology, Occupational Therapy, Physical Therapy, Speech Pathology, Neurology Testing Personnel Services, Respiratory Care Personnel Services.	7/1/2011	6/30/2015
25.	The Validus Group, Inc. dba AHR Pharmacy Solutions 1 Orchard Road, Suite 215 Lake Forest, CA 92630 Contact: Mr. Brian DeMeo, President Tel: (800) 873-3611 ext. 104 Fax: (949) 457-7605 E-mail: Brian.demeo@ahrprofessionals.com	H-705256	Pharmacist, Pharmacist Manager, Pharmacist Intern, Pharmacist Technician, Pharmacy Helper	3/1/2012	6/30/15
26.	Global Service Resources, Inc. 711 South Victory Boulevard Burbank, CA 91502 Contact: Mr. Nick Sefayan, VP Tel: (818) 244-4484 ext. 104 Fax: (866) 369-6005 E-mail: nick.sefayan@globalserviceressources.com	H-705244	Diagnostic Imaging Pharmacist and Pharmacist Tech	4/1/2012	6/30/15

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
27.	Cross Country Staffing, Inc., 6551 Park of Commerce Boulevard Boca Raton, Florida 33487 Contact: Marco Esposito Tel: (888) 280-4368 Fax: (800) 434-0137 mesposit@crosscountrystaffing.com	H-705505	Radiology Technologists, Respiratory Therapists, Occupational Therapists, Physical Therapists, Speech Language Pathologists	12/1/12	6/30/15

Attachment B**TEMPORARY MEDICAL PERSONNEL
RATES SCHEDULE**

POSITION	Current Maximum Hourly Rate	Proposed New Maximum Hourly Rate
Respiratory Care Practitioner	\$42.00	\$45.00
Senior RCP	\$51.00	\$53.00
RCP-Pediatric/Neonatal	\$48.25	\$53.00
Electroencephalograph Technician	\$26.78	\$40.00
New Service Categories		
On-Call Services-Computed Tomography	\$N/A	\$3.25
On-Call Services-Magnetic Resonance Imaging (MRI) Technologist	\$N/A	\$3.25
Clinical Social Worker	\$N/A	\$54.10
Supervising Clinical Laboratory Scientist I	\$N/A	\$59.00
Polysomnographic Technologist	\$N/A	\$51.00

EXHIBIT I

Agreement No.: _____

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this _____ day of _____ 2013,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

(hereafter "Contractor")

Business Address:

WHEREAS, reference is made to that certain document entitled "TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT", dated _____, and further identified as Agreement No. _____ and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to add new service categories, revise rates for certain services, and to provide for the other changes set forth herein.

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall become effective upon Board approval with such date reflected on the top of page 1 of Amendment.

2. Agreement, Paragraph 1, Term and Termination, is deleted in its entirety and replaced as follows:

"1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on _____ and shall continue in full force and effect to and including June 30, 2015. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon giving of at least thirty (30) calendar day's advance written notice thereof to the other.

B. County may suspend or terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also suspend or terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of suspension or termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate suspension or termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Suspension or Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Suspension or Termination".

F. County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director") is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

G. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option."

3. Agreement, Paragraph 2, Description of Services, is deleted in its entirety and replaced as follows:

"2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, with the temporary or as-needed, intermittent personnel services as described in the following Exhibits, attached hereto and incorporated herein by reference:

- A-1 Audiology, Occupational Therapy, Physical Therapy, Recreation Therapy, and Speech Pathology Personnel Services
- A-2 Neurology Testing Personnel Services
- A-3-1 Radiologic Personnel
- A-4-2 Respiratory Care Personnel
- A-5-5 Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalogram Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Medical Radiation Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, Pharmacy Helper, and Medical Dosimetrist
- A-6 Mobile Lithotripsy Personnel Services
- A-7 Phlebotomy Personnel
- A-8-1 Social Worker Personnel
- A-9 Tissue Analysis (Histology) Technician I and II, and Tissue Analysis (Histology) Technician Supervisor I and II Personnel Services
- A-10-1 Laboratory Personnel
- A-11 Magnetic Resonance Imaging (MRI) Technology Personnel Services- Magnetic Resonance Imaging (MRI) Technologist"

4. Agreement, Paragraph 6, Contractor Responsibilities, Subparagraph F, Physical Examination, is deleted in its entirety and replaced as follows:

"F. Medical Health Screening: Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit E, Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor. The Pre-placement or Pre-assignment Health Clearance Packets, Annual Health Screening Packet, and EHS Policies may be accessed at:

http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm"

5. Agreement, Paragraph 13, General Insurance Requirements, is deleted in its entirety and replaced as follows:

“13. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 13 and 14 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County:

(1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(2) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

(3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

(4) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to

County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any

Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

6. Agreement, Additional Provisions, Paragraph 6, Consideration of Greater Avenues for Independence (GAIN) Program Participants for Employment, is deleted in its entirety and replaced as follows:

"6. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work

(GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."

7. Agreement, Additional Provisions, Paragraph 28, County's Quality Assurance Plan, is deleted in its entirety and replaced as follows:

"28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement."

8. Agreement, Additional Provisions, Paragraph 32, Contractor's Exclusion from Participating in a Federally Funded Program, is deleted in its entirety and replaced as follows:

"32. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:

A. Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and 2) any exclusionary or suspension action taken by any agency of the Federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

B. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its staff members from such participation in a Federally funded health care program.

C. Failure by Contractor to meet the requirements of this sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.”

9. Agreement, Additional Provisions, Paragraph 34, Contractor Responsibility and Debarment, is deleted in its entirety and replaced as follows:

“34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board:

(1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of

the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

(3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

(5) The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or

termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

(6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor: These terms shall also apply to subcontractors of County Contractors."

10. Agreement Additional Provisions Paragraph 35, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, is deleted in its entirety and replaced as follows:

"35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH):

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.

D. Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

11. Agreement Additional Provisions Paragraph 39, SUBCONTRACTING, is deleted in its entirety and replaced as follows:

"39. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

B. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- (1) A description of the work to be performed by the subcontractor;
- (2) A draft copy of the proposed subcontract; and
- (3) Other pertinent information and/or certifications requested by the County.

C. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

D. The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

F. The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and

subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

G. The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.”

12. Agreement, Additional Provisions, Paragraph 51, Federal Access to Records, is added as follows:

“51. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.”

13. Exhibit A-4-1, Description of Services, is deleted and replaced in its entirety with Exhibit A-4-2, attached hereto and incorporated herein by reference. All references to Exhibit A-4-1 in the Agreement shall hereafter be replaced by Exhibit A-4-2.

14. Exhibit A-5-4, Description of Services, is deleted and replaced in its entirety with Exhibit A-5-5, attached hereto and incorporated herein by reference. All references to Exhibit A-5-4 in the Agreement shall hereafter be replaced by Exhibit A-5-5.

15. Exhibit A-8, Description of Services, is deleted and replaced in its entirety with Exhibit A-8-1, attached hereto and incorporated herein by reference. All references to Exhibit A-8 in the Agreement shall hereafter be replaced by Exhibit A-8-1.

16. Exhibit A-10, Description of Services, is deleted and replaced in its entirety with Exhibit A-10-1, attached hereto and incorporated herein by reference. All references to Exhibit A-10 in the Agreement shall hereafter be replaced by Exhibit A-10-1.

17. Exhibit B-3-2, Billing, Payment and Schedule of Rates, is deleted and replaced in its entirety with Exhibit B-3-3, attached hereto and incorporated herein by reference. All references to Exhibit B-3-2 in the Agreement shall hereafter be replaced by Exhibit B-3-3.

18. Exhibit E, Medical Health Screening, is added to Agreement and is attached hereto and incorporated herein by reference.

19. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____

Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____

Signature

Print Name

Title _____

(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT A-4-2

DESCRIPTION OF SERVICES

(Temporary Respiratory Care Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Respiratory Care Practitioners (RCP); Senior Respiratory Care Practitioners (Senior RCP); Respiratory Care Practitioner, Pediatric/Neonatal Care Services; Interim Permittees; and Polysomnographic Technologist. Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: RCP level personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) years' experience in an acute care facility within thirty-six (36) months of their referral hereunder.

Senior RCP level personnel shall have a minimum of two (2) years' experience in

an acute care facility within thirty-six (36) months of their referral hereunder.

Notwithstanding the foregoing, Contractor shall ensure that temporary personnel providing neonatal, pediatric and/or critical care services hereunder have at least two (2) years' experience as a respiratory care practitioner in an acute care facility Neonatal Intensive Care Unit (NICU), Pediatric Intensive Care Unit (PICU), or Intensive Care Unit (ICU) within thirty-six (36) months of their referral hereunder, and either:

- a) Current certification as a neonatal, pediatric and/or critical care respiratory care practitioner; or,

- b) Completion of a training program including clinical and didactic courses in respiratory assessment and utilization of electronic monitoring and life support equipment; or

- c) If Contractor's personnel do not qualify under either Subparagraph a) and b) above, then Contractor may elect to have County Facility review its critical care screening tests. If such screening tests' content and minimum passing score requirements are comparable to County's critical care standards, then County Facility may certify Contractor's respiratory care practitioner as qualified for critical care services.

County Facility may approve the provision of respiratory care services by interim permittees graduated from a State approved Joint Review Committee for Respiratory Therapy Education program and directly supervised on-site by qualified respiratory care personnel.

Polysomnographic Technologist personnel performing services at acute care County Facilities hereunder shall have a minimum of six (6) months experience in an

acute care facility and/or an accredited sleep center within thirty-six (36) months of their referral hereunder and shall be registered with the Medical Board of California as a Polysomnographic Technologist.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the required experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-3, less twenty-five percent (25%).

EXHIBIT A-5-5

DESCRIPTION OF SERVICES

(Temporary Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Medical Radiation Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, Pharmacy Helper Personnel Services and Medical Dosimetrist)

1. **SERVICES TO BE PROVIDED:** Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel and/or equipment: Autopsy Technician; Cardiac Electro-diagnostic (ECG) Technician; Dental Assistant; Electroencephalograph (EEG) Equipment; Electroencephalograph (EEG) Technician; Mortuary Technician/Aid; Medical Radiation Physicist; Renal Dialysis Equipment Technician; Pharmacy Manager; Pharmacist; Pharmacist Intern; Pharmacy Technician; Pharmacy Helper; and Medical Dosimetrist.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. **PERSONS TO BE SERVED:** Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to those services requested by the patient's attending physician, dentist or, in the case of services that are not specifically provided to an individual patient, by County Facility's Administrator.

3. **PERSONNEL:** All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-3, less twenty-five percent (25%).

3.1 All Contractor-assigned personnel performing Pharmacy Technician services at County Facilities shall obtain Pharmacy Technician Certification Board (PTCB) national certification within one hundred eighty (180) days of assignment to County Facilities. Evidence of such certification shall be maintained in accordance with Paragraph 7.A, TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS, Licenses, Registrations and Certificates, of this Agreement.

EXHIBIT A-8-1
DESCRIPTION OF SERVICES
(Temporary Social Worker Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Psychiatric Social Worker I, Psychiatric Social Worker II, and Clinical Social Worker. Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: Psychiatric Social Worker I personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years' experience in an acute psychiatric care facility within thirty-six (36) months of their referral hereunder while possessing a valid, active Associate Clinical Social Worker registration issued by the California Department of Consumer Affairs, Board of Behavior Sciences.

Psychiatric Social Worker II personnel shall have a minimum of six (6) months' experience in an acute psychiatric care facility within thirty-six (36) months of their referral hereunder while possessing a valid, active license as a Licensed Clinical Social Worker issued by the California Department of Consumer Affairs, Board of Behavior Sciences.

Clinical Social Worker personnel shall have a minimum of one (1) year of experience in an acute care facility within thirty-six (36) months of their referral hereunder while possessing a valid, active license as a Licensed Clinical Social Worker issued by the California Department of Consumer Affairs, Board of Behavior Sciences.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the required acute care facility experience at a

reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-3, less twenty five percent (25%).

EXHIBIT A-10-1
DESCRIPTION OF SERVICES
(Temporary Laboratory Personnel)

1. **SERVICES TO BE PROVIDED:** Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Supervising Clinical Laboratory Scientist I, Clinical Laboratory Scientist I, and Laboratory Assistant.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. **PERSONS TO BE SERVED:** Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician or in the case of services that are not specifically provided to an individual patient, by County Facility's Administrator.

3. **PERSONNEL:** Supervising Clinical Laboratory Scientist I personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years' experience at the level of Supervising Clinical Laboratory Scientist I, including one (1) years' experience in the specialty area requested by County Facility, in an acute care facility within thirty-six (36) months of their referral hereunder, and must

have a current, valid Clinical Laboratory Scientist license or Clinical Laboratory Specialist license issued by the State of California Department of Health Services.

Clinical Laboratory Scientist I personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years' experience in an acute care facility within thirty-six (36) months of their referral hereunder, and must have a current, valid Clinical Laboratory Scientist license or Clinical Laboratory Specialist license issued by the State of California Department of Health Services.

Laboratory Assistant personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years' experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the above prescribed acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-3, less twenty five percent (25%).

EXHIBIT B-3-3

BILLING, PAYMENT AND SCHEDULE OF RATES

Applies to:

- Exhibit A-1
- Exhibit A-2
- Exhibit A-3-1
- Exhibit A-4-2
- Exhibit A-5-5
- Exhibit A-6
- Exhibit A-7
- Exhibit A-8-1
- Exhibit A-9
- Exhibit A-10-1
- Exhibit A-11

1. **BILLING AND PAYMENT:** Contractor shall bill County every two (2) weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., autopsy technician, mammography, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two (2) weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. **PER DIEM PERSONNEL:**

A. **Definitions:** For purposes of this Exhibit, “per diem personnel” shall mean those Contractor-referred personnel assigned to a County facility to provide services on single shift on a single day. A “single shift” shall mean either

an eight (8) hour shift, ten (10) hour shift or a twelve (12) hour shift, depending on the shift scheduled by the County facility.

B. Per Diem Personnel Overtime: For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four (4) hours worked in excess of eight (8) hours per day, or for the first four (4) hours worked in excess of ten (10) hours per day, or for the first four (4) hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or for hours worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or for hours worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

3. **WEEKLY PERSONNEL:**

A. Definitions: For purposes of this Exhibit, "Weekly Personnel" shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A "weekly basis" shall mean a forty (40) hour work week comprised of five (5) days, eight (8) hours per day, or an alternative workweek schedule. An "alternative workweek schedule" shall mean a forty (40) hour work week (on average) requiring a contractor's personnel to work longer than an eight hour shift per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in

excess of forty (40) hours per week. County shall pay two (2.0) times the hourly rate for all hours worked in excess of forty-eight (48) hours in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

D. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

E. On-Call Services: "On-Call" is defined as off-site availability by pager and/or telephone, according to a pre-determined schedule between Contractor and the County Facility. On-call Services are only applicable to the service items specifically identified in Paragraph 9, HOURLY RATES, of this Exhibit. If called in, the rates revert to the rates for the respective scheduled services identified in the aforementioned paragraph.. Contractor shall respond to such a page and/or telephone call within fifteen (15) minutes and ensure that the requested personnel arrive at the County Facility as requested by the Facility's Director or his/her authorized designee. There shall be no guaranteed minimum number of hours of work for Contractor's personnel.

4. **MEAL PERIOD**: County shall provide Contractor-referred personnel with an unpaid meal period of not less than thirty (30) minutes for a work period if such personnel works at least five (5) hours during the day. If such personnel works no more than six (6) hours during a day, the meal period may be waived by mutual consent of both the County and the personnel. If such personnel works more than six (6) hours during a day, the meal period may not be waived.

County shall provide a second unpaid meal period of not less than thirty (30) minutes for Contractor-referred personnel if such personnel works at least ten (10) hours during the day. If such personnel works no more than twelve (12) hours during a day, the second meal period may be waived by mutual consent of both the County and the Contractor-referred personnel, but only if the first meal period was not waived.

Unpaid meal periods may be waived by mutual consent, provided that the appropriate County facility supervisor initials the Contractor-referred personnel's timesheet on the day the unpaid meal period was waived. If the supervisor's initials are not on the time sheet, County shall assume Contractor-referred personnel was off duty for the unpaid meal period as described above, and make the necessary adjustments to the timesheet and related Contractor reimbursement.

5. **MODIFICATION OF PERSONNEL STATUS:** Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

6. **HOLIDAYS:** County will reimburse Contractor for temporary medical personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, Federal or County government(s) during the term of this Agreement shall be considered holidays.

7. **GENERAL CONDITIONS:**

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one (1) hour prior to start of assignment, a written verification to County Facility stating the following:

1) The classification of Contractor-referred staff requested by the County Facility, including a specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor-referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3) The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

8. **CONTRACTOR PROVIDED EQUIPMENT:** Upon County Facility request, Contractor shall provide for use by its Electroencephalograph (EEG) Technician or Echocardiography Technologist (Echo Tech), EEG or Echo equipment necessary for the provision of EEG or Echo diagnostic services when any one of the following conditions exist, as determined by the County:

A. County-owned equipment necessary for such treatment is malfunctioning.

B. County-owned equipment necessary for such treatment is otherwise in use, or not available.

C. Special medical needs of the patient require equipment not owned by County.

Contractor shall not be required to provide such equipment if same is unavailable to Contractor and if Contractor so notifies County Facility at the time County Facility's request is made. In the event Contractor is requested to, and does, provide equipment with its personnel for use in providing treatment, County shall pay Contractor the rate set forth therefore in this Exhibit.

Contractor may store its EEG equipment and supplies at a County Facility, providing storage space is available. For all Contractor-provided EEG equipment, Contractor shall maintain and store EEG equipment and supplies in accordance with the

Joint Commission (hereafter “JC”), Occupational Safety and Health Administration (hereafter “OSHA”), and Title 22 standards, and the County Facility’s policies and procedures. Contractor shall provide a copy of Contractor’s policies and procedures for the maintenance and storage of its EEG equipment and supplies to the County Facility for review and approval prior to the provision of services at the County Facility.

Each year, Contractor shall provide County Facility with an annual preventive maintenance schedule for the EEG equipment covered under this Agreement. Contractor shall include, as part of such annual preventative maintenance, requirements established by the County Facility for specific EEG equipment. In any event, Contractor shall ensure that Electroencephalograph equipment is maintained to minimum regulatory compliance standards.

9. **HOURLY RATES:** Contractor’s rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

<u>Exhibit A-1 Services</u>	<u>Maximum Hourly Rates</u>
Licensed Audiologist	\$80.00
Audiology Assistant	\$37.08
Licensed Occupational Therapist	\$80.00
Certified Occupational Therapy Assistant	\$37.08
Licensed Physical Therapist	\$80.00
Licensed Physical Therapy Assistant	\$37.08
Licensed Speech Pathologist	\$80.00
Recreation Therapist	\$51.50
Recreation Therapy Assistant	\$37.08
Rehabilitation Therapy Tech/Aide	\$25.75

<u>Exhibit A-2 Services</u>	<u>Maximum Rates</u>
Neurological Study Services (Neurological Testing)	
Electroencephalogram (EEG)	
Evoked Potentials (EP)	
EEG/EP Procedures (Routine)	\$103.00 per study for 51 or more studies/mo.

- for 40 to 50 studies/mo.	\$128.75 per study
- for 1 to 39 studies/mo.	\$154.50 per study
EEG/EP Procedures (Neonatal/NICU)	\$144.20 per study
	for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study

Extended Studies

EEG/EP Procedures (Prolonged – 1 Hr. Additional)	\$144.20 per study
	for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study
EEG/EP Procedures (Prolonged – 2 Hr. Additional)	\$188.40 per study
	for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$214.15 per study
- for 1 to 39 studies/mo.	\$239.90 per study

STAT/On-Call

EEG/EP Procedures (STAT/On Call)	\$231.75 per study
EEG/EP Procedures (STAT/On Call 1 Hr. Additional)	\$272.95 per study
EEG/EP Procedures (STAT/On Call 2 Hr. Additional)	\$314.15 per study
Patient No Show/No Call (Contractor agrees to only charge for up to 3 Patient No Shows per month)	\$ 36.05 per study

Neuromuscular Studies

Electromyography (EMG) all	\$200.85 per study
Nerve Conduction Velocity Study (NCV)	\$200.85 per study

Exhibit A-3-1 Services

Angiography Services	\$51.50
Computed Tomography (CT) Services	\$51.50

Maximum Hourly Rates

Echocardiography (Pediatric or Adult)	\$51.50
Echocardiography (Pediatric or Adult) with Equipment:	
- Weekdays between 8:00 a.m. and 6:00 p.m.	\$100.00 (minimum 4 hours)
- Weekdays between 6:00 p.m. and 8:00 a.m., weekends and holidays	\$125.00 (minimum 5 hours)
General Radiology (X-Ray) Services	\$36.05
Mammography Services	\$51.50
Nuclear Medicine Services	\$51.50
Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
On-Call Services - (for CT, Nuclear Medicine, and Ultrasound Services only)	\$ 3.25
PET/CT Scan Technologist Services	\$70.00

Exhibit A-4-2 Services

Maximum Hourly Rates

Respiratory Care Practitioners (Senior RCP)	\$53.00
Respiratory Care Practitioners (RCP)	\$45.00
RCP Pediatric/Neonatal Care Services	\$53.00
Interim Permittee	\$38.00
Polysomnographic Technologist	\$51.00
On-Call Services – (for RCP Pediatric/ Neonatal Care Services only)	\$ 3.25

Exhibit A-5-5 Services

Maximum Hourly Rates

Autopsy Technician	\$28.84
Cardiac Electro-diagnostic (ECG/EKG) Tech.	\$26.78
Dental Assistant	\$20.60
Electroencephalograph (EEG) Tech.	\$40.00
Electroencephalogram (EEG) Equipment	\$50.00 per Procedure
Mortuary Technician/Aid	\$26.78

Medical Radiation Physicist	\$82.40
Renal Dialysis Equipment Tech.	\$26.78
Pharmacist Manager	\$95.00
Pharmacist	\$79.00
Pharmacist Intern	\$25.00
Pharmacy Technician	\$19.04
Pharmacy Helper	\$16.48
On-Call Services - (for EEG Technician Services only)	\$ 3.25
Medical Dosimetrist	\$90.00
<u>Exhibit A-6 Services</u>	<u>Maximum Case Rate</u>
Mobile Lithotripsy	\$927.00 Each Case
<u>Exhibit A-7 Services</u>	<u>Maximum Hourly Rates</u>
Phlebotomy Service Supervisor	\$33.00
Phlebotomy Technician I	\$27.00
Phlebotomy Technician II	\$29.50
<u>Exhibit A-8-1 Services</u>	<u>Maximum Hourly Rates</u>
Psychiatric Social Worker I	\$47.22
Psychiatric Social Worker II	\$54.10
Clinical Social Worker	\$54.10
<u>Exhibit A-9 Services</u>	<u>Maximum Hourly Rates</u>
Tissue Analysis (Histology) Technician I	\$39.86
Tissue Analysis (Histology) Technician II	\$42.07
Tissue Analysis Technician (Histology) Supervisor I	\$44.86
Tissue Analysis Technician (Histology) Supervisor II	\$48.67
<u>Exhibit A-10-1 Services</u>	<u>Maximum Hourly Rates</u>
Clinical Laboratory Scientist I	\$52.00
Supervising Clinical Laboratory Scientist I	\$59.00

Laboratory Assistant	\$22.00
<u>Exhibit A-11 Services</u>	<u>Maximum Hourly Rates</u>
Magnetic Resonance Imaging (MRI) Technologist	\$60.00
On-Call Services	\$3.25

Facilities will define the exact hours encompassed by these terms prior to assignment of personnel.

Ten percent (10%) will be added to the above rates for temporary medical personnel who travel 50 miles or more, one way, to the job site at the High Desert Health System.

EXHIBIT E
MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms. The Health Clearance Certification, E2 form may be accessed on line at: http://cg.dhs.lacounty.gov/EHS_Forms/EHSBLANKFORM.htm

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to

occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.